Mr. Ellis: I do not know what that question is, Mr. Examiner. I am objecting to it because it seems to indicate he is asking him whether he had anything to do with the contract he signed with them.

Exam. Lawton: It is a little indefinite to me.

By Mr. Wheeler:

Q. Did you have any control over the provisions of the contract, what it contained?

A. Speaking of the trip lease as a contract?

Q. That is right.

A. I had no control and no bargaining power whatever.

Q. Your choice was either to sign the trip lease offered to you or reject it in its entirety?

A. That is correct.

Q. Is it your opinion that it would work a hardship on owner-operators if the Interstate Commerce Commission adopted rules which would abolish trip leases?

Mr. Ellis: To which we object. The Interstate Commerce [fol. 4112] Commission will have to decide that, and not this gentleman.

Mr. Lieberman: And this witness is not at present an owner-operator.

Exam. Lawton: This is based upon his past experience, of course. Overruled.

Mr. Ellis: I submit he has not been qualified as to conditions of the industry today.

Exam. Lawton: That goes to the weight we will give his opinion.

The Witness: I believe the industry as a whole, and the owner-operators as a whole would be much better off if there were closer regulation, if not abolishment. I would like to develop that point.

By Mr. Wheeler:

Q. Go ahead.

A. As regards bargaining power between the operators —I mean the motor carriers and the owner-operators, there should be some method of obtaining a fair compensation for the service rendered.

Q. Well, now, getting back to trip leases and the practice of trip leases, do you think on the basis of your own experience that owner operators would be injured if trip leasing was abolished?

Mr. Ellis: To which we object.

Exam. Lawton: Overruled.

The Witness: I do not think they they would be injured. [fol. 4113] They would be prevented—from my personal experience—from losing money.

By Mr. Wheeler:

Q. While you were operating as an owner-operator for Associated was your vehicle governed? Did you have a speed governor on your vehicle—on your tractor?

A. No, it was not.

Q. Do you know whether or not the company-owned equipment, company-owned tractors, were governed?

A. Yes.

Q. When you speak of governed you mean what?

A. A device on the distributor of the vehicle used to regulate rpm. That rpm can be set for velocities, usually 40 miles an hour.

Q. While you were working as an owner-operator for Associated, did you ever kick your truck out of gear going down hill?

Mr. Ellis: To which we object. What has that to do with this case, how he happened to drive down some hill?

Exam. Lawton: Overruled.

The Witness: Yes, I did.

By Mr. Wheeler:

Q. Did you do that frequently?

Mr. Ellis: That is objected to. Every question as to how this man drove his vehicle is objected to. If he is not an experienced chauffeur he should not be on the highways. If he is, he should know how to operate it.

Mr. Wheeler: Mr. Examiner, I object to this man trying [fol. 4114] to browbeat the witness.

Exam. Lawton: Answer the question.

The Witness: Frequently, yes.

By Mr. Wheeler:

Q. Why did you do that?

A. For two reasons. It enables you to cover ground in a shorter time, and it saves on gasoline.

Q. Isn't it a risky practice, however?

A. It is quite a risky practice.

Q. Is it against the State laws on most of the states which you traversed?

A. Yes, it is.

Q. Did you sometimes drive your own truck over the road during periods when there was ice and snow on the highway?

A. Yes.

Q. Why did you do so?

Mr. Ellis: To which we object as to why he drove a vehicle when there was ice and snow. He testified he operated during the winter months and it does not need testimony to indicate there was sometimes ice and snow on the highways during months he claimed to operate, such as February and March.

Exam. Lawton: Overruled.

The Witness: The reason why I operated over snow and ice, of course, was to do business. If I did not operate, I did not have the business, no profit.

By Mr. Wheeler:

Q. In other words, you were endeavoring to increase your [fol. 4115] revenue, is that correct?

A. That is correct.

Q. Did you operate over the highways when there was snow and ice on them, at times when you felt that to so operate was dangerous?

A. No.

Q. Did you ever pass over routes or traverse routes for which your company, Associated, had no authority while you were in their service?

Mr. Lieberman: I object on the grounds that he is not qualified as to routes and operating authorities of Associated.

Mr. Ellis: And he confined his operations solely between Cleveland and Springfield, Massachusetts.

Exam. Lawton: Objection sustained.

By Mr. Wheeler:

Q. Do you know what the scope of operating authority of Associated was?

A. As to permits, and so forth?

Q. Yes.

A. Yes. We were instructed——

Mr. Ellis: He said he knew. That is the only answer required.

By Mr. Wheeler:

Q. Did you ever deviate from those routes?

Mr. Lieberman: I object and I think we should be permitted to examine him as to the source of his knowledge. The mere statement he knows does not qualify him. The matter [fol. 4116] of operating authorities is highly technical and even the Commission does not know too much about some of these things, much less a fellow who drives a truck.

Exam. Lawton: How was your information obtained?

The Witness: You are instructed as to what route you are allowed to take when you are dispatched.

Mr. Lieberman: That does not indicate Associated's operating routes as contained in the authority issued to them by this Commission.

Mr. Wheeler: Is there a question pending or not?

Mr. Lieberman: Yes, there is, and objection has been made to it.

Examiner Lawton: I tried to ascertain the source of his knowledge unsuccessfully except he said he was instructed.

Mr. Wheeler: I will pass the question for the moment.

By Mr. Wheeler:

Q. While you were an owner-operator in the service of Associated, did you work—was your net hourly wage as you calculated it less than the prevailing rate in the territory in which you serve?

Mr. Ellis: He was not paid any wage. He was paid a lease rental for his vehicle and there was no segregation between amounts.

Mr. Wheeler: Mr. Examiner, he has already calculated on the record what that wage was.

Exam. Lawton: I do not think he said he knew what the [fol. 4117] prevailing hourly scale was, did he?

By Mr. Wheeler:

Q. Do you know what the prevailing hourly scale was in the territory at the time you were driving for Associated?

A. At that time the prevailing hourly scale for road drivers was $1.25 or $1.24 an hour.

Exam. Lawton: What was that for? An 8-hour day or 10-hour day or what?

The Witness: That was the hourly wage, sir. Time and a half for over-time.

By Mr. Wheeler:

Q. That was straight time pay?

A. Yes.

Q. And that is to be compared with the calculation you made earlier of a return of 22 cents an hour; is that right?

A. That is correct.

Q. Do you know on the basis of your experience with Associated, whether or not they are increasing the number of owner-operators in their operation or decreasing them?

Mr. Lieberman: May I ask as of what period the question is related?

Mr. Wheeler: During the period of his employment.

The Witness: At the time I was employed by Associated, they were increasing the number of owner operators.

By Mr. Wheeler:

Q. At the time that you were negotiating your loan with the bank did you encounter any difficulty in that [fol. 4118] connection?

A. At the time I negotiated my loan I did not encounter any difficulty.

Q. Did you encounter any difficulty at any subsequent time?

A. Yes. During business I was trying to help an acquaintance of mine to refinance his truck —

Mr. Ellis: Now, Mr. Examiner, he had no difficulty and he is trying to tell about somebody else.

Mr. Wheeler: This is a transaction in which he was involved.

Mr. Ellis: He may have gone in to make a loan on his furniture or some other property.

By Mr. Wheeler:

Q. Did this transaction involve the refinancing of equipment by an owner-operator?

A. Yes.

Mr. Ellis: We object unless the owner-operator is produced so we can cross-examine him.

Mr. Wheeler: You can cross-examine this witness.

Mr. Ellis: I am not going to. It is only hearsay.

Mr. Wheeler: It is not.

Exam. Lawton: What was your connection with this?

Mr. Ellis: Every time he turns around it is a perfect blackout over here, Mr. Examiner. We can't hear.

Exam. Lawton: Look at counsel.

Mr. Wheeler: Speak up.

The Witness: I was there in an advisory capacity only [fol. 4119] as having experience in such a transaction before.

Exam. Lawton: Advisory to who?

The Witness: To an acquaintance.

Mr. Lieberman: I submit on the basis of that he is certainly not qualified to testify.

Exam. Lawton: Objection sustained.

By Mr. Wheeler:

Q. While you were in the service of Associated were you ever notified by the dispatcher when there was an Interstate Commerce Commission inspector in the vicinity?

A. No, I was not.

Q. Have you got a copy of the International Transit, the Monthly Bulletin put out by the Union?

A. Yes, I do.

Q. For what type of loads did Associated employ owner operators during the time you were in their service?

Mr. Ellis: He might tell about what type of loads he was employed for but he cannot go beyond that.

Exam. Lawton: I think you had better confine it to that.

Mr. Wheeler: Mr. Examiner, this witness knows of his own personal knowlege, in so far as the period he was concerned with, as to the type of loads he hauled, as to the type of loads his fellow owner-operators hauled, and as to the type of loads hauled by employees of the company and company-owned equipment.

Exam. Lawton: Develop first the type of loads he hauled.

[fol. 4120] By Mr. Wheeler:

Q. What was the distance hauled by you as an owner-operator?

A. I have hauled from 600 to 200 miles.

Q. And what category did most of your loads fall?

A. In the long-haul.

Q. Were the loads hauled by your fellow owner-operators, operating out of the same terminals you did, short or long-distance hauls?

Mr. Lieberman: I object to that. He could not be on the vehicles of those other men if he was driving his own vehicle. How would he know?

By Mr. Wheeler:

Q. Were you present at the time these owner operators were dispatched?

A. Often.

Q. Will you answer my previous question?

Exam. Lawton: Did you observe the loading of the vehicles of the other owner-operators?

The Witness: I did not observe the loading.

Mr. Lieberman: I press my objection.

Exam. Lawton: Sustained.

Mr. Eldred: May I ask one question of the witness?

Mr. Lieberman: I think Mr. Wheeler does not like an interruption of his direct examination.

Mr. Eldred: On this board, the roster that was set up for the loads that went out, was there any indication on that [fol. 4121] as to where the loads were to go when you were called for duty?

The Witness: No indication except on the leases which were not hidden, but were open for every one to read.

Mr. Eldred: Did you see any of the leases of the other owner operators?

The Witness: Yes.

By Mr. Wheeler:

Q. Was that a common occurrence in your experience?

A. Yes.

Q. What was the usual distance which those leases indicated that the owner operators were to travel?

Mr. Lieberman: I object on the ground the leases are not here subject to cross-examination and it is immaterial and irrelevant. It would be mere hearsay.

Exam. Lawton: Sustained.

By Mr. Wheeler:

Q. Mr. Brainard, how did you know what type of load the owner operators operated in the area served by you while in the service of Associated, regularly carried?

Mr. Lieberman: I object to it on the ground there has been no testimony to the effect that any other owner operator drivers operated regularly in certain areas or over certain distances.

Mr. Wheeler: I am asking the witness to establish that fact.

Exam. Lawton: Overruled.

[fol. 4122] The Witness: Principally by observation and the type of freight on the dock of the terminal, and also reading the manifests and so forth.

By Mr. Wheeler:

Q. How did you obtain information as to the distance that the company-owned vehicles driven by company employees would travel?

A. Well, I had no opportunity to find out where they traveled because they were dispatched through a different system.

Q. Was your equipment as well maintained as the company-owned equipment of Associated?

The Witness: I think not. The cost in the last year was too high for a single person to pay.

Exam. Lawton: What is that?

The Witness: The cost of maintenance in the last year of my operation in my opinion was too high for me to maintain my vehicle as well as a company would.

By Mr. Wheeler:

Q. Where did the company conduct its maintenance work on its vehicles?

Mr. Ellis: What has that to do with the witness' testimony, as to what the company did with its privately-owned vehicles? He had nothing to do with them, he never drove any of them according to his testimony.

By Mr. Wheeler:

Q. Do you know where the company maintained its own vehicles?

A. Yes, they have garages in the terminals.

[fol. 4123] Q. Was your equipment maintained in these garages or terminals?

A. No.

Q. Who did the maintenance work on your vehicles?

A. Private individuals whom I hired.

Q. Did you see the maintenance facilities of the company, associated company, in the particular areas covered by your operations?

A. Yes.

Q. And I take it you saw the garages that maintained your own equipment, is that correct?

A. That is correct.

Q. How did the equipment in the two different places compare?

Mr. Ellis: To which we object. There is no testimony that he observed any of the company equipment, and now he is trying to compare garages.

Exam. Lawton: Overruled.

The Witness: Will you repeat the question please?

(Question read.)

The Witness: There was no substantial difference.

Mr. Wheeler: I have no further questions.

Exam. Lawton: Who is prepared to cross-examine this witness?

Mr. Ellis: I am ready.

Cross-examination:

By Mr Ellis:

Q. Do you now live in Cleveland, Ohio?

A. Yes, I do.

[fol. 4124] Q. Will you give us your address there?

A. 16510 Pearldale.

Q. You say you are presently studying. By that do we understand you are attending some institute of learning?

A. That is correct.

Q. What institution?

A. Case Institute of Technology.

Q. In Cleveland?

A. Yes.

Q. How long have you been going to Case?

A. 1½ years.

Q. I take it from your testimony that you are a former service man, is that right?

A. That is correct.

Q. How long were you in the armed service of the United States?

A. Five years.

Q. Beginning when and ending when?

A. 1941 to 1945.

Q. What did you do before you went in the armed forces?

A. I was inspector of Chicago Pneumatic Tool in Cleveland.

Q. That was not connected with the transportation business in any way?

A. No.

Q. After you got out of the service in 1945 what business did you undertake?

[fol. 4125] A. Motor transportation business.

Q. What did you start doing then in 1945?

A. What did I start doing in 1945?

Q. Yes. I understood you bought the truck in 1947. What did you do in 1945?

A. I went to school. In 1945 I entered Western Reserve University in Cleveland.

Q. I did not understand you. How long did you go to school in Western Reserve?

A. 1½ years.

Q. That would bring it down into—what time in 1945 was it? In any event, did you do anything between the time you went to school at Western Reserve and the time you bought this truck? That is what I am trying to find out.

Q. This tractor was purchased in March, 1947?

A. That is correct.

Q. What make was it?

A. Federal M 65.

Q. And you paid $8,900 for it?

A. Approximately.

Q. And you paid $2000 down?

A. That is correc

Q. Did you have the $2000 or get that from a GI loan?

A. I had the $2000.

Q. That was your money?

[fol. 4126] A. Yes.

Q. And the rest of the financing was arranged through some bank in Cleveland?

A. Yes.

Q. What was the name of the bank?

A. Bank of Ohio.

Q. How soon after you got possession of this vehicle in March, 1947 did you start working for some trucking company?

A. Immediately.

Q. And that was this Continental Company where you engaged in interstate transportation?

A. Yes, sir.

Q. Now, while you were engaged in that was a period of nine months, as I understand?

A. 6 to 9 months.

Q. It has not been very long ago. Can't you remember?

A. Let's call it 9 months.

Q. I do not want to call it anything. What was it?

A. 9 months.

Q. Then when did you start working for Associated in Interstate commerce?

A. In November, 1947.

Q. And were you at that time a member of any labor organization?

A. Yes, I was a member of 407.

[fol. 4127] Q. 407 of what?

A. Of Cleveland.

Exam. Lawton: Local?

The Witness: You asked about a labor organization.

By Mr. Ellis:

Q. That is right.

A. By that I mean a union.

Q. I think that they are sometimes called both, a labor organization or union.

A. Yes.

Q. Were you a member of one?

A. Yes.

Q. Of what?

A. 407.

Q. Of what?

A. Brotherhood of Teamsters, A. F. of L.

Q. That is your recollection of the name of it?

A. The Brotherhood of Teamsters, A. F. of L.

Q. Did you belong to it before or after you started to work for Associated?

A. I belonged to it when I was working for Associated.

Q. Did you belong to it before or after you started working for Associated?

A. No, I did not.

Mr. Ellis: I submit, Mr. Examiner, that is not an answer to the question.

[fol. 4128] Examiner Lawton: I believe the witness means he did not belong to it until he started working for Associated.

By Mr. Ellis:

Q. Did you join it before you started working for Associated or simultaneously with starting to work for Associated?

A. I joined within a few days after starting work for Associated.

Q. Had you taken any trips on the road before you joined the Union?

A. Not in Interstate Commerce.

Q. Yes. That is the only work you did for Associated?

A. Right.

Q. So, before you did any work for Associated it was required that you become a member of the union?

A. That is correct.

Q. And you did become a member of the union?

A. Yes.

Q. Did your union represent you as collective bargaining agent in your dealings with Associated?

A. That is correct.

Q. So this 17-cents an hour you were paid for the use of your truck and your working conditions were dictated and negotiated with Associated for you by the Union. Right?

Mr. Wheeler: I object to the use of the word "dictated".

Exam. Lawton: Negotiated is better.

[fol. 4129] The Witness: Did they negotiate the 17 cents?

By Mr. Ellis:

Q. Well, I do not know whether they did or not. I asked to go to work at Associated and they said the price was 17 cents a mile and I accepted it.

Q. Awhile ago you told us about the union getting a r-ise to 17½ cents. Were they representing you when they did that?

A. They were.

Q. And they represented you all the time you were an employ- of the Association, is that right?

A. That was after I left. I know nothing about that exc pt——

Q. That occurred after you left?

A. Yes.

Q. Did the rate remain 17 cents per mile all the time you were there?

A. All the time I was there and they tried to cut it to 14.

Q. And the Union represented you and prevented its being cut?

A. That is correct.

Q. All the time you were with Associated the Union you have identified was your representative, were they not?

A. Yes, sir.

Q. Now, I understood you to say that under this rate of pay which had been negotiated by the Union for you and others with Associated, that you were unable to make a profit; is that what you said?

A. That is correct.

[fol. 4130] Q. As a matter of fact, you were not able to make both ends meet yourself, were you? You could not only—make a profit, but you had a deficit, had you not?

A. That is correct.

Q. Do I understand you to say that in order to attempt to make a profit that you made incorrect entries in your drivers' logs?

A. Yes, sir.

Q. Did you falsify your drivers' logs?

A. That is correct.

Mr. Lieberman: I did not hear that.

The Witness: Correct.

By Mr. Ellis:

Q. I understood you to say the control which Associated exercised over you was very loose. Did you say that?

A. That is correct.

Q. So in falsifying your drivers' logs, you were acting on your own, were you not, Mr. Witness?

A. I imagine so.

Q. Nobody told you to do that, did they?

A. No.

Q. Did you ever examine the lease agreement that you say you entered into as a trip lease with Associated, which was handed out here by your counsel?

A. Yes, I have.

Q. And on the same theory you agreed to comply with [fol. 4131] all rules and regulations of the state and federal governments?

A. That is correct.

Exam. Lawton: If counsel will pardon me, I believe that should be identified for the record.

Mr. Ellis: I am not going to offer it as an exhibit because I do not want the burden on me in furnishing the copies but I think it should be offered by the proper people.

Mr. Lieberman: I join in those statements.

Exam. Lawton: I think it should go into the record. That will be exhibit 113.

(Exhibit No. 113, Witness Brainard is marked for identification.)

Exam. Lawton: That is a copy of the lease agreement between Associated Transport and its owner-operators.

By Mr. Ellis:

Q. I want to ask you again, since it has been identified as an exhibit, if you know the document which has been identified as exhibit 113 purports to be a copy of the trip lease agreement which you signed every time you entered into an arrangement to haul for Associated Transport; is that right?

A. That is correct.

Q. Did you know that agreement provided and that you agreed to comply with all federal and state laws and rules and regulations?

A. Yes.

[fol. 4132] Q. So when you falsified your driver's logs as you testified you did, you knew you were violating your agreement with Associated, did you not?

A. That is correct. However,——

Q. I do not want any "however".

Mr. Eldred: The witness has a right to explain.

Mr. Wheeler: He should be allowed to explain.

Exam. Lawton: Did you complete your answer, Mr. Witness?

The Witness: No, I did not. However, the very same lease in Class V provides I shall indemnify and save harmless

the equipment of the lessee which is something I cannot do.

Mr. Ellis: That has nothing to do with the matter I am interrogating him about.

Mr. Wheeler: I think the witness has a right to pay attention to other provisions of that lease. He is going down this paragraph by paragraph.

Mr. Ellis: That can be done by his own counsel later.

Mr. Wheeler: The witness can do it on his own.

Exam. Lawton: He is interrogating about law violations. You can develop that on redirect.

By Mr. Ellis:

Q. Mr. Witness, when you were discussing your work for Associated I understood you to say this morning that your run was between Springfield and Cleveland, Ohio.

A. I took that as a hypothetical example.

Q. Was it hypothetical or actual?

[fol. 4133] A. I took that as a hypothetical example to explain how I arrived at my mileage costs. Now, I have run——

Q. That is all I want to know at the moment. As I understand before you ever got to using the term "hypothetical" you said where you operated was between Cleveland, Ohio and Springfield. Did you not say that this morning?

A. I operated on all of the Associated transport routes. I have gone from Cleveland to Washington, D. C., I have gone from Cleveland to Burlington, North Carolina. Those are associated routes, are they not?

Q. I have nothing to do with Associated. Don't query me. Then it is not a fact that the operations were confined to operations between Cleveland and Springfield?

A. Absolutely not.

Q. Where all did you operate in addition to the points you named?

A. I operated on Associated Transport lines and routes.

Q. I want to know where it was that you operated?

A. I had no set place of operation. I only had a set place to operate from which was Cleveland.

Q. How many times were you in Springfield, Massachusetts?

A. Several times.

Q. Now, have you named all the places that you can remember that you operated to out of Cleveland?

A. Except Buffalo and Syracuse which are on the same [fol. 4134] route, of course.

Q. Did you drive your vehicle all the time or did you sometimes hire someone else to drive it for you?

A. I sometimes hired someone else to drive it for me.

Q. Did you instruct that man to violate the hours of service and make false reports on his driver's logs?

A. No.

Q. Do you know what kind of reports he made?

A. Yes.

Q. Were they true and correct, or false?

A. I cannot answer definitely but in my judgment they were falsified.

Q. Did you ever notify Associated Transport that somebody working for you as a driver was filing falsified driver's licenses with them?

A. There was no need to so advise them.

Mr. Ellis. I move that be stricken.

Exam. Lawton: Strike it and answer the question.

The Witness. No, I did not.

By Mr. Ellis:

Q. During the period your vehicles were used by Associated how much of the time by percentage or weeks or months did you drive it and how much of the time did somebody that you hired drive it?

A. The times I had someone else driving were very, very few indeed, in fact, only three times while in the employ of [fol. 4135] Associated.

Q. You mentioned this morning that on an occasion at least you operated 26 hours without sleep. When was that?

A. It was in the winter of 1947.

Q. What month and what day?

A. I would not be able to tell. I would have to refresh my memory on that.

Q. You said that was an unusual circumstance, did you not?

A. I did not say it was unusual.

Q. You were asked if that occurred frequently or infrequently, and I understood you to say it occurred infrequently.

A. Taking the figure of 26 hours, the 24 hours—well, that was not unusual.

Q. Was it so unusual that you have forgotten all about it, or do you remember anything about it?

A. I remember most of it.

Q. Where did you go on that trip?

A. Bridgeport, Connecticut.

Q. Did you start at Cleveland?

A. Yes.

Q. What time of day?

A. About 11 o'clock at night.

Q. And went to Bridgeport?

A. Bridgeport itself is about 26 hours.

Q. It was on the move to Bridgeport. You drove to Bridgeport from Cleveland without stopping. Is that right?

[fol. 4136] Yes.

Q. You knew at that time what the hours of service regulations were, did you not?

A. Yes.

Q. And you knowingly violated them, did you not?

A. Yes.

Q. You said while you were over in the Springfield area that you sat in Springfield waiting for Associated to give you a return load. Is that right?

A. That is correct.

Q. As I understand, these are all trip leases of your tractor?

A. That is correct.

Q. Did you ever make any effort to trip lease your tractor to any other carrier at Springfield, Massachusetts?

A. Yes.

Q. Did you do so?

A. No.

Q. The only person you ever pulled for with your tractor was Associated, is not that right?

A. Yes.

Mr. Ellis: That is all.

Mr. Pou: No questions.

By Mr. Lieberman:

Q. Mr. Brainard, as I understand your testimony, after your discharge from the service you entered Western Reserve University?

[fol. 4137] A. That is correct.

Q. How old were you at the time?

A. 25.

Q. What were you studying?

A. I was studying business, Bachelor of Business Administration.

Q. And you attended for a year and a half, right?

A. Yes.

Q. Were you preparing yourself to become an owner operator while at Western Reserve?

Mr. Eldred: I object to that.

The Witness: I was preparing myself to be a business man, sir.

By Mr. Lieberman:

Q. After you left Western Reserve, in your best judgment you wanted to enter into the business of being an independent contractor, owner-driver?

A. Yes.

Q. Had you made any investigation as to the possibilities in that business?

A. Yes.

Q. What investigation?

A. Inquiry.

Q. Of whom?

A. Those engaged in the business.

Q. With how many did you speak?

[fol. 4138] A. Several.

Q. Ten?

A. Possibly 5.

Q. Apparently you received some very good reports from those five, did you not?

A. Yes.

Q. And based on those reports or the investigation you made with those five men, you reached the conclusion or, did you make other and further investigations?

A. I reached the conclusions.

Q. Did those five men tell you they were making money in the business?

A. These five men were making money in the business.

Q. For whom were they working?

A. The Continental Transportation Company in Cleveland.

Q. When you left Continental were those five men working for Continental?

A. They were out of business, sir.

Q. They were out of business?

A. Yes.

Q. Are you in the practice or were you in the practice at the time you first started in as an owner driver, of violating other Federal laws in addition to the ones you were violating as an owner driver?

A. What other general laws?

Mr. Wheeler: Now, Mr. Examiner——

[fol. 4139] Mr. Lieberman: I press my question.

Exam. Lawton: Read the question.

(Question read.)

Exam Lawton: Overruled. He may answer.

Mr. Wheeler: I want to object to the terminology. Mr. Lieberman corrected me yesterday.

Mr. Lieberman: I am asking about all the Federal statutes.

The Witness: No.

By Mr. Lieberman:

Q. To your knowledge you were not violating any Federal statute wilfully?

A. Will you please read the question back again?

(Question read.)

The Witness: When I first started in as an owner-operator, I did not violate any laws due to the fact that I was under the impression you could operate legally and make a profit.

Exam. Lawton: You mean at first you were not advised as to the Federal regulations governing the hours of service?

The Witness: No.

Exam. Lawton: You knew all about that?

The Witness: Yes, and I was under the impression I could operate with those requirements and still make a profit.

By Mr. Lieberman:

Q. However, you embarked on a program of violating the Commission's rules, in so far as hours of service were concerned?

A. In order to save my equipment, yes.

[fol. 4140] Mr. Wheeler: Speak up. I cannot always hear you.

By Mr. Lieberman:

Q. How would driving a vehicle 26 consecutive hours help to save your equipment?

A. Well, the best way I can explain that is that you have to take opportunity when opportunity knocks.

Q. I do not understand that. Will you explain it further?

A. For instance, you would call a dispatcher for a load and he would not have a load and you would have to wait. Then you would call the dispatcher again and he would say he had a load and you would take the load to a distant point.

There would be a load coming back immediately and you would take it, requiring you to drive over 10 hours, probably.

Exam. Lawton: This dispatcher you are speaking of is the dispatcher for Associated Transportation, is that correct?

The Witness: No, sir, this happened during the Continental Days—when I was working for Continental.

By Mr. Lieberman:

Q. I still want to know how driving a vehicle 26 consecutive hours helped you to save the equipment?

A. By earning revenue for the 26 hours.

Q. By earning revenue you saved the equipment?

A. That is the only way you can possibly save the equipment by earning.

Exam. Lawton: Then the 26 hours' driving did not occur when you were engaged in interstate transportation, is that correct?

[fol. 4141] It is while you were in Continental Service?

The Witness: Counsellor wished to know how it was possible that you could be able to drive a vehicle 26 hours and save the equipment. Is not that correct?

Exam. Lawton: I understood that was an actual example.

The Witness: It was not an actual example.

Exam. Lawton: You never did drive 26 consecutive hours?

The Witness: Yes, I have.

Exam. Lawton: Did that take place while you were working for Continental or for Associated?

The Witness: For Associated Transport.

By Mr. Lieberman:

Q. And your testimony is that your driving 26 consecutive hours helped you save the vehicle by helping you make more revenue?

A. It did not help me save it. I lost it.

Exam. Lawton: You thought at the time it was helped you save it. Is that correct?

The Witness: That is correct.

By Mr. Lieberman:

Q. Were you here last night?

A. Yes.

Q. Did you hear Witnesses Coleman and Rokiski testify?

A. Yes.

Q. If you were able to earn per mile the revenue which they earned, do you think you could operate profitably?

A. I do not think so.

[fol. 4142] Q. At 34 cents a mile you could not operate profitably?

A. Both ways?

Q. 34 cents a mile regardless of which way you went?

A. Each and every mile?

Q. Yes, sir.

A. How many miles a week?

Q. 70,000 miles a year at 34 cents a mile. Do you think you could operate profitably based on your experience as an owner-driver?

A. 70,000? I would not be able to operate profitably, no.

Q. Why not?

A. Perhaps I want more profit than anyone else.

Q. That may be the reason why you lost your equipment. You expected a greater profit than somebody else did.

A. No, I lost my equipment because I made no profit whatsoever.

Q. Did you eat while you were driving?

A. Yes.

Q. Were you married?

A. Yes.

Q. Where did you get the money to do all those things?

A. $100 a month and what I had in the bank.

Q. And on the basis of 34 cents a mile, 70,000 miles for a given period, you could not make a profit, is that your testimony?

[fol. 4143] Mr. Wheeler: Wait a minute.

Exam. Lawton: Let us not belabor the point.

Mr. Lieberman: I am attacking this man's credibility and I am going to the figures he has expanded to verify that credibility or discredit it.

Mr. Wheeler: It is preposterous to cite an example of this kind where the 34 cents included expenses. He does not know what expenses they included or did not include.

By Mr. Lieberman:

Q. What expenses did you have when you were operating for Associated in dollars and cents for any given period you may elect to testify about?

A. I do not have those figures available. Anything I would give you I would have to rely on memory for. Is memory O.K.?

Q. As I understand, that is the only testimony you gave before in response to questions by your counsel?

A. I testified before, as I remember it, that my best month I grossed $1,500.

Q. For what period?

A. For a monthly period,—the best month for a monthly period. At the end of the month I had $100 for myself. From that I will say my expenses, including everything, were $1,400.

Q. How did you incur expenses of $1,400? That is what we are trying to elicit from you. What did you spend it for?

A. Gasoline and oil.

Q. How much for gasoline?

[fol. 4144] A. I would not be able to give you those figures.

Q. You cannot give us any figures as to cost?

A. I can give you my figures of costs per mile. It was 12 cents per mile.

Q. How did you arrive at 12 cents per mile?

A. From previous costs.

Q. What were the previous costs?

A. I will have to refresh my memory.

Q. Will you please refresh your memory? Can you refresh your memory?

A. Yes.

Q. Will you please do so and tell me your answer?

A. Not at this time, I cannot.

Mr. Lieberman: Will you please read the answer back?

(Answer read.)

Mr. Eldred: The figures are at the office like the other witnesses, Mr. Lieberman.

Mr. Wheeler: We will be glad to furnish those for the record if you so desire.

Mr. Lieberman: If given an opportunity to cross-examine I will be very happy to have them.

By Mr. Lieberman:

Q. When did you first discover you were losing money as an owner driver?

A. After the first month of operation.

Q. How many months after that did you continue to [fol. 4145] operate as an owner operator or driver?

A. 1½.

Mr. Lieberman: That is all.

Mr. Boot: I have a few questions.

By Mr. Boot:

Q. During the time you worked for Continental you had an opportunity to learn how much it cost to run that tractor, did you not?

A. That is correct.

Q. Did you know when you went with Associated that it would cost you approximately 12 cents a mile for those stated things plus the cost of gasoline per mile?

A. Yes.

Q. And on the basis you gave here it cost 4 cents a mile for gasoline alone?

A. Yes.

Q. And that would mean 16 cents a mile with just gasoline and maintenance?

A. That is right.

Q. Why did you sign a contract for 17 cents knowing it was all you could get?

A. It was the best offer I could get.

Q. You mean you choose to work and lose money rather than do anything else?

A. I took the best offer I could get.

Exam. Lawton: Did you shop around before you went [fol. 4146] to work for Associated?

The Witness: Yes, I did.

Exam. Lawton: You could not find anything else or any other company that would pay you any more money?

The Witness: For a single unit. I only had a tractor, you remember.

By Mr. Boot:

Q. Are you familiar with the terms of the Union contract under which you were working?

A. No, too familiar.

Q. Do you know how the basis of compensation is stated?

A. No, I do not.

Q. Do you know what the basis of compensation is in that agreement?

A. In any agreement—no,——

Q. The agreement covering you while you worked for Associated?

A. The trip lease?

Q. No, the agreement negotiated between the Union and Associated which covered you?

A. I know nothing about that, nothing whatsoever, no.

Q. How long did you usually have to wait when you returned from one of these trips for Associated before you got another trip?

A. 8 hours.

Q. So there was no violation between the time you got in and the time you left?

A. That is correct.

[fol. 4147] Q. Did you usually get a trip within that 8 hours or did you have to wait longer than 8 hours?

A. We were required to wait 8 hours.

Q. Did you get a trip within the 8 hours or did you have to wait 10, 12, 15 or more hours?

A. Very often we had to wait more hours.

Q. Was that the usual procedure, to wait more than 8 hours?

A. No, in approximately 8 hours you had a load going back.

Q. How many miles would you have to operate to make that $1500, the month you say was your maximum month?

A. About 2,400, approximately. It would be about three crossings, three round trips.

Q. Three round trips a month?

A. A week.

Q. During your testimony you indicated you had quite a few conversations with these other owner operators who worked for Associated?

A. Yes.

Q. Do you know how long most of them had been driving for Associated?

A. Not exactly, only that they were driving for them longer than I drove for them.

Q. Were they still with them when you left?

A. No they were all broke.

Q. A heavy turnover?

[fol. 4148] A. Yes.

Q. I see.

Exam. Lawton: Were they power operators the same as you?

The Witness: Yes.

Examiner Lawton: They did not own their trailers?.

The Witness: No.

By Mr. Boot:

Q. What did you do with your equipment?

A. I lost it.

Q. Who took it over? The bank?

A. The bank, yes.

Exam. Lawton: Now, I have just made an arithmetical computation here based on the $1500 and 2400 miles. If my arithmetic is correct you averaged about 62 cents a mile gross. Is that correct

The Witness: No, that is not correct.

Exam. Lawton: It is not correct?

The Witness: Within one year costs rose 33⅓rd per cent.

Mr. Wheeler: I did not hear the Examiner's statement. May I have it read?

(Record read.)

Mr. Wheeler: May I inquire as to what that related?.

Examiner Lawton: He said he grossed $1500 in his biggest month and traveled 2500 miles in earning that gross. It looked to me like 62.5 cents a mile and that looked like [fol. 4149] a good return. I wondered why he did not do better than he did.

Mr. Wheeler: Is this while he was with Associated?

Exam. Lawton: I do not know. You go ahead, counsel.

By Mr. Boot:

Q. You testified during the course of your hauling for Associated that you had employed a driver on about three occasions to work for you; is that correct?

A. That is correct.

Q. Did you withhold income tax and Social Security from that man's wages?

A. No, sir. He was only one employee.

Q. You did not withhold Social Security Tax, either?

A. No.

Q. Then you violated other Federal laws??

A. As I understand, I am not required to deduct social security for a single employee.

Exam. Lawton: Anyhow you did not deduct it?

The Witness: No.

Mr. Boot: That is all I have, Mr. Examiner.

By Mr. O'Brien:

Q. Mr. Brainard, you said there were how many other drivers besides yourself at Associated at the time? Do you recall roughly, offhand?

A. I guessed about 20.

Q. You knew them fairly intimately as I take it, in a business way?

A. In a business way.

[fol. 4150] Q. Was it your experience from your knowledge of their practice that they found it necessary to also violate the hours of service in order to break even?

Mr. Ellis: To which we object.

Mr. Lieberman: I object to the question. This is more in the nature of direct examination.

Mr. Wheeler: Mr. Examiner, we have been having that all week long here.

Exam. Lawton: Based on what?

Mr. O'Brien: Based on his association with these other drivers, whether or not to his knowledge he knew that they violated these hours of service laws also in order to get by financially.

Mr. Lieberman: That is beyond his knowledge, sir.

Mr. Wheeler: This man does not have the right to challenge the cross-examination of other counsel. I am the only one who has that right.

Mr. Ellis: I am going to challenge anything I want to challenge.

I may be wrong, but I will do it.

Exam. Lawton: Let me get to the point of whether it is hearsay and how he knows——

Mr. O'Brien: Did you ever see their logs?

The Witness: I never saw their logs.

Exam. Lawton: Any redirect?

[fol. 4151] Mr. Wheeler: Yes.

Redirect examination.

By Mr. Wheeler:

Q. What did you do while you were in the service?

A. I was a pilot officer on a B-24; prior to that I was in the field artillery in the capacity of motor officer of the Battalion.

Q. You were at this time a motor officer?

A. Yes.

Q. For how long were you a motor officer?

A. 1 year.

Q. During all the time you were with Associated you were paid on a mileage basis, that is to say, 17 cents a mile?

A. That is correct.

Q. Were you ever paid more per-mile than that?

A. Yes. In the event that your weight exceeded—17 cents a mile was the basis for 16,000 pounds, I believe. You were raised a quarter of a cent a ton per mile over the 16,000 pounds.

Q. Were you ever paid as much as 62.5 cents a mile?

A. No, I was not.

Q. What was the highest you were ever paid?

A. 17.5 cents.

Q. So on the basis of the computation given to you by the Examiner, if there was an error therein it would be in [fol. 4152] the number of miles rather than the amount per mile that you were paid, is that correct?

A. Yes.

Q. While you were an owner-operator did you belong to the United Truck Owners of America?

A. I did not.

Q. Did you ever hear of them?

A. No.

Q. Did you know anybody that ever belonged?

A. I did not.

Q. I believe you stated you heard the testimony of the two owner-operators of Grayvan; is that correct?

A. That is correct.

Q. On the basis of your experience do you believe those owner-operators could have made the money to which they testified without violating the Hours of Service Regulation?

Mr. Ellis: We object.

Mr. Lieberman: To which we object:

Exam. Lawton: It was a different type of operation. I think the objection, should be sustained.

By Mr. Wheeler:

Q. Did their testimony sound logical to you?

Mr. Lieberman: To which I object. We are not interested in the characterization of any witness' testimony.

Mr. Wheeler: He brought it up.

Exam. Lawton: Overruled.

[fol. 4153] Mr. Lieberman: Are we interested in the logic of other witnesses testimony or is the Commission interested in the facts?

Mr. Wheeler: You opened it up.

Mr. Lieberman: I asked for this man's opinion, based on revenue stated by certain witnesses, and that is the only question I asked of this witness.

Exam. Lawton: No further argument. I will permit him to answer.

Mr. Lieberman: And we take vigorous exception to that.

The Witness: May I have the question?

(The last question is read.)

The Witness: It did not.

Mr. Wheeler: I have no further questions.

Recross-examination.

By Mr. Ellis:

Q. Mr. Witness, from your experience, isn't the average truckload of a weight of approximately 20,000 pounds.

A. Yes, sir.

Q. So, instead of receiving 17 cents per mile for a truckload you hauled, you got more than that for most of it?

A. I would not say for most; I might have gotten more than that.

Q. Did you not just agree that most truckloads weighed more than 16,000 pounds and nearer 20,000 pounds?

[fol. 4154] A. I did not say most truckloads from Associated weighed that.

Q. That is the only place you have ever had any experience: Did you not agree it was around 20,000 pounds?

A. I agreed to the average weight of no truck

Q. What was the average weight of what you hauled?

A. The average weight of what I hauled—I will not be able to answer that question.

Q. It was over an average of 16,000 pounds, was it not?

A. What was that?

Exam. Lawton: Read the question.

(The last question was thereupon read by the reporter as above recorded.)

The Witness: I will not be able to say that, either.

Mr. Lieberman: I have a few questions.

Mr. Wheeler: Mr. Examiner, we have been having a standard and standing rule about cross and recross.

Exam. Lawton: Mr. Ellis has not been here and he got in his questions before I could bring that out. We must adhere to that rule with all the dozens of witnesses we are going to hear.

Mr. Lieberman: I ask for reconsideration on the ground that a question was asked of this witness about which I vigorously objected, characterizing the testimony of two of my witnesses. I ask for an opportunity to cross-examine the witness on that phase of this redirect. I will recall him as my own witness which was done by others.

[fol. 4155] Exam. Lawton: Do you make an issue of this?

Mr. Lieberman: If the witness had not been permitted to answer the question I would not have to make this request.

Exam. Lawton: We will take a five-minute recess.

(Short recess.)

Exam. Lawton: Come to order. We will resume the hearing. Have you completed with Mr. Brainard?

Mr. Lieberman: I have not.

Exam. Lawton: I think I was in error in permitting the question and answer as to his opinion of the logical nature of the testimony of the Witness Coleman. I do not believe he could be considered as expert except in respect of his own work. I therefore the sustain the objection to that question and order the answer stricken.

Mr. Lieberman: Physically stricken, Your Honor?

Exam. Lawton: That is my direction.

Mr. Wheeler: If counsel requests it be physically stricken I want to put in that same statement as an offer of proof.

Exam. Lawton: Make your offer of proof. Off the record.

(Discussion off the record.)

Exam. Lawton: The witness is excused.

(Witness excused.)

[fol. 4156] LAVOUGHN MARCO, was sworn and testified as follows:

Direct examination.

By Mr. Wheeler:

Q. State your name and address, please?
A. Lavoughn Marco, Cleveland, Ohio.
Q. What is your occupation?
A. We are truck owners.
Q. What are you doing at the present time?
A. I am managing a baby store.
Q. When did you open that baby store?
A. 18 months ago.
Q. What did you do prior to that time?
A. I served as manager for the trucks.

Exam. Lawton: What is the truck organization?

The Witness: They are independently owned by Mike Marco.

By Mr. Wheeler:

Q. Is Mike Marco your husband?
A. He is.
Q. Did you manage the operation of those trucks?
A. To the best of my ability.
Q. Over what period of time did you manage the operation of those trucks?
A. Approximately 2½ years.

Q. Are you still managing those in addition to conducting your baby store?

A. I am.

[fol. 4157] Q. How many trucks do you have at present?

A. Two.

Q. I believe you stated you had previously had as high as three.

A. Yes.

Q. What is the situation with respect to the two remaining trucks at present?

A. We have asked the bank to take those trucks off our hands and they have——

Q. Those are trucks that are presently owned by you?

A. Yes.

Q. How was the purchase of all your equipment that you have owned financed?

A. Through Central National Bank of Cleveland.

Q. On a conditional sales contract?

A. I am sorry; I do not understand.

Mr. Ellis: What was the answer?

(The record is read.)

By Mr. Wheeler:

Q. They were purchased on time. Is that right?

A. Yes.

Q. Down payment and payments——

A. That is right.

Q. Have you or your husband ever held a common carrier certificate from the Interstate Commerce Commission?

[fol. 4158] A. No.

Q. Will you please describe the type of operation which you conducted with those trucks?

A. We have worked under long-term lease and trip lease and also loads and verbal lease.

Q. That is to say you have leased or a trip lease, a long-term lease or an oral lease, spot lease, the trucks owned by you and your husband and managed by you; is that correct?

A. That is correct.

Q. And you have leased this equipment to carriers certificated by the Commission?

A. We have.

Mr. Ellis: I wonder if I could ask a preliminary question or two, Mr. Examiner?

Exam. Lawton: If agreeable to Mr. Wheeler.

Mr. Ellis: Where is your husband now?

The Witness: Here in Washington.

Mr. Ellis: Here in the hearing room?

The Witness: Yes.

Mr. Ellis: Would you point him out to me?

The Witness: He is the gentleman standing at the moment (indicating).

Mr. Ellis: Has he no other business besides operating these trucks?

The Witness: Yes, my husband went to work for New York Central last year.

[fol. 4159] Mr. Ellis: New York Central Railroad?

The Witness: Yes, he found it necessary.

Mr. Wheeler: Mr. Examiner, I am going to object to any more questions along this line.

Mr. Ellis: I want to point out——

Mr. Wheeler: I do not care what you want to point out.

Mr. Ellis: I want to be courteous as possible to this lady but it seems unusual to me under the circumstances——

Mr. Wheeler: Mr. Examiner, I object.

Mr. Ellis: May I finish? It seems an unusual circumstance when the husband who is the owner of the trucks is present in the hearing room and he is not called to give firsthand information instead of having this lady do it. I am making that objection and suggestion at this time. That would be the best evidence.

Mr. Wheeler: Now some of the common carriers to whom you leased——

Mr. Ellis: I do not believe the Examiner ruled. He will probably overrule it but I would like to hear it.

Exam. Lawton: I understand you are the manager of this business?

The Witness: My money is also invested.

Exam. Lawton: What was the answer?

The Witness: My money is also invested.

Exam. Lawton: But you actually managed the business, is that correct?

[fol. 4160] The Witness: That is correct.

Mr. Lieberman: May I ask what the husband did, whether he was connected with it at all?

Mr. Wheeler: I think that is proper cross-examination but it has no place here.

Exam. Lawton: We will get to that. Proceed.

By Mr. Wheeler:

Q. Will you please name some of the carriers to whom you leased your equipment?

A. Long-term lease with Middle Atlantic Corporation; long-term lease with Wenham, Inc.; trip leases with Trans-American, Continental, Bast, Kramer Brothers and many others, Interstate, Middle States, Motor Cargo——

Q. I think you also spoke of oral leases with some companies. Were those among those that you named or additional companies?

A. There was an oral lease between the State Fish Company and ourselves. We transported a load of fish from Sandusky, Ohio, to North Carolina for which we were paid cash. No trip lease.

Q. Who supplied the drivers for the equipment you leased?

A. We did.

Q. So that your lease to these companies, whether a trip lease or long term lease provided you would supply both the equipment and the driver?

A. Yes.

Q. And the driver was in your employ?

[fol. 4161] A. Right.

Q. Did he remain so all the time?

A. Yes.

Q. Who paid the driver?

A. I did.

Q. On what basis did you pay him?

A. A per centage, 25 per cent.

Q. 25 per cent of what?

A. Our gross revenue.

Q. On what basis did the lease that you entered into provide that you should be compensated?

A. They were paid on mileage, percentage and tonnage.

Q. What was the character of the equipment that you supplied? What was the name and type?

A. Ward LaFrance, a B-2 model, both of them.

Q. Tractors or tractors and trailers?

A. Tractors and trailers, trail-mobiles trailers, tandems.

Q. Did these drivers that you supplied with your equipment carry logs?

A. No, not always.

Q. Who checked the logs?

A. No one to my knowledge.

Q. Did the driver provide the carrier to whom you had leased this equipment with copies of his logs?

A. Not not always—perhaps 50 per cent of the time.

[fol. 4162] Q. Do you know whether or not any of your drivers ever made up their logs a considerable period after they had completed the trip for which they were engaged?

A. Yes, they did.

Q. Was that a common practice?

A. Yes, it was.

Q. Did I understand you to say that your drivers at times ran without any logs at all?

A. Yes.

Q. Did your drivers ever carry more than one log?

A. Yes, they have.

Q. Will you please explain?

A. There was to be a log examination through Middle Atlantic and we happened to be at the terminal when our boy was checking his log book and he opened his cab and we saw at least 10 log books inside his cab.

Q. Did your drivers ever work more than 10 hours without a rest period?

A. Yes, at the peak of the season.

Q. Was this a frequent occurrence or infrequent occurrence?

A. When freight was fast it was a frequent occurrence.

Q. Do your drivers always take 8 hours between trips?

A. No.

Q. Is that a frequent omission?

A. It is a frequent occurrence in the peak of the season, yes.

[fol. 4163] Q. What was the average amount which you paid your drivers per week?

A. It varied. As they were paid on a percentage their earnings would go from $60 to $125 if the trucks were in operation.

Q. Is $125 the top you ever paid your drivers?

A. That is tops.

Q. Is $60 the least amount you ever paid a driver?

A. No, it is not.

Q. What is the least amount you ever paid a driver for a week?

A. $20.

Q. Had your drivers observed the 10-hour driving without rest regulations, could they have made the amounts which you just testified that you paid?

A. No, they could not have.

Q. Did you ever load your equipment?

A. Always.

Q. Did you have any instruction in that respect?

A. Yes, our drivers were told to take as much freight as they possibly could with safety to deliver.

Q. All of this occurred while your trucks were in the service of a common carrier of this Commission?

A. Yes.

Q. Did any company to which you leased equipment with drivers ever discuss with you the maintenance of log books, violations of the hours of service?

A. No.

[fol. 4164] Q. Did you have your trucks regularly checked for maintenance and safety?

A. No, we did not.

Q. Why not?

A. We could not afford it.

Q. Did you ever knowingly run your trucks in an unsafe condition?

A. We have the past year and a half.

Q. Why did you do that?

A. We have no money to repair them.

Q. Did I understand you correctly to say that you have requested the bank to take back the equipment which you now have?

A. You are correct.

Q. Did any company to which you leased your equipment with drivers ever check on the condition of your trucks?

A. Yes. Had they been checked they would not have run.

Q. So if they were checked they were still permitted to run?

A. That is correct.

Q. And the same would be true with respect to safety equipment, such as flags, flares, fuses and so forth?

A. Right.

Q. Did all your trucks carry that equipment?

A. No.

Q. Did your equipment ever haul loads without authority of a common carrier as indicated by the Commission?

[fol. 4165] A. Yes. Our drivers have signed for loads with no bill of lading.

Q. In interstate movement?

A. Yes, sir.

Exam. Lawton: Is that why the trucks were under lease to a common carrier?

The Witness: We were working under trip lease.

Exam. Lawton: Under a trip lease?

The Witness: Yes.

By Mr. Wheeler:

Q. For a common carrier, were you not?

A. No.

Q. What was your answer?

A. No.

Q. What was the situation?

A. The situation at the time was that there was a load to be moved and it was called into the station where the boys pick their loads from. He went out and picked it up, he signed the bills and transported it as his own fish.

Q. Who signed the receipt for it?

A. He did.

Q. Why did he do that?

Mr. Lieberman: I object to that on the ground that the transportation of fish is an exempt commodity.

Mr. Eldred: It has not been stated what kind of fish it is.

[fol. 4166] Mr. Lieberman: Fish is fish.

Mr. Eldred: It depends on the state the fish is in, Mr. Examiner. It has not been shown whether this is whole round fish as it came——

Mr. Ellis: She testified she hauled it for the fish company.

Exam. Lawton: Is that so?

The Witness: It was hauled for State Fish Company out of Sandusky, Ohio.

Exam. Lawton: I think you had better go on to something over which there is no question of jurisdiction of the Commission.

By Mr. Wheeler:

Q. Have you in mind any other situations in which loads were hauled by your equipment and your drivers without authority?

Mr. Lieberman: I think the Examiner should point out to this witness that by that testimony she might tend to incriminate herself.

Mr. Wheeler: I am here to protect her. I appreciate the education.

Mr. Lieberman: I am serious, Mr. Examiner.

Exam. Lawton: You understand, Mrs. Marco, that you are giving testimony that might be considered incriminating?

The Witness: I do.

By Mr. Wheeler:

Q. Now, will you please answer the question?

[fol. 4167] A. There have been occasions when our drivers have hauled loads without our authorization.

Exam. Lawton: Without authorization?

The Witness: Without our authorization.

By Mr. Wheeler:

Q. Did your trucks ever run over routes for carriers beyond the scope of the particular carriers' authority?

Mr. Lieberman: I object. No proper foundation has been laid. This witness, I do not believe, is qualified to testify as to operating rights or authorities of carriers.

Mr. Ellis: She has not testified she rode on the trucks and, without having done so, she could not know what routes they traveled.

Mr. Wheeler: I would like the witness to answer subject to a motion to strike. I think that will overcome the objection involved here.

Exam. Lawton: I think you should qualify her a bit. It is so general, it is rather meaningless.

Mr. Wheeler: Mr. Examiner, this lady managed the company and the operations. She knew what they did, where they went and why they went there.

By Mr. Wheeler:

Q. Were any of your drivers ever arrested?

A. Yes.

Q. Will you please state the circumstances under which that occurred?

A. For being overloaded and being off-route.

[fol. 4168] Q. Where did this take place?

A. Niles, Michigan.

Q. To what company were you under lease at the time?

A. Trans-American.

Exam. Lawton: When did that take place?

The Witness: September, 1948.

By Mr. Wheeler:

Q. Do your drivers ever solicit loads for themselves?

A. They do, yes.

Q. Do they transport those loads in interstate commerce?

A. Yes, they do.

Q. What papers are made out in connection with those loads?

Mr. Lieberman: I object, Mr. Examiner, unless the witness is qualified as having knowledge of the particular facts. The mere statement that the drivers have done certain things which were done in her operations——

Mr. Wheeler: These people have run a parade of witnesses in here who sat in the offices in Chicago and testified as to the operation from one end of the country to the other. This lady is as qualified as those people.

Mr. Lieberman: We were testifying regarding legal acts not illegal acts.

Mr. Eldred: What is the difference?

Exam. Lawton: Direct our attention to some specific instance; this is very general.

[fol. 4169] Mr. Wheeler: I do not know how much more specific you can be than you are by asking what papers were made out in connection with loads solicited by her drivers and transported in interstate commerce.

Examiner Lawton: What papers she personally made out.

Mr. Wheeler: What papers were made out by her drivers, her employees.

Mr. Lieberman: She testified that the drivers themselves solicited work for themselves.

If you re-read the previous questions you will find that they bear me out.

Exam. Lawton: Were you familiar with the papers the drivers made out? Did you see the papers?

The Witness: I have seen the trip leases when they were turned in.

Mr. Lieberman: That was not the question. He was talking about papers and she is talking about trip leases.

By Mr. Wheeler:

Q. Do you keep track of where your trucks move and what your drivers do at all times?

A. We do.

Q. Do they render regular reports to you?

A. They call in at least three times a week.

Q. Are they under your employ and supervision and direction at all times?

A. Yes.

[fol. 4170] Q. And responsible to you?

A. Yes.

Mr. Wheeler: Mr. Examiner, if this witness is not permitted to testify with respect to her drivers, I move to strike

every bit of testimony put in by every manager that has been paraded through the hearings.

Exam. Lawton: She is permitted to answer. Let us not have the argument.

By Mr. Wheeler:

Q. Please answer the question.

A. State it again, please.

Mr. Wheeler: Please read the question.

(Question read.)

Mr. Lieberman: Off the record.

(Discussion off the record.)

By Mr. Wheeler:

Q. Are you so familiar?

A. I am familiar with the trip leases they sign and bring to me.

Q. Are there any occasions on which your vehicles are leased orally to certificated carriers of the Commission?

A. Yes, quite frequently.

Q. When a driver solicits a load for your equipment and transports that load in interstate commerce, does he always get a placard to put on his truck from the carrier over whose routes he is traversing and under whose authority he is operating?

A. No, he does not.

[fol. 4171] Q. Have you ever had any of your trucks leased to a certificated common carrier and placed in their service, for the transportation of goods in interstate commerce, under the authority of that carrier, on a 'phone call?

A. Yes.

Q. In such instances was there any inspection of your truck?

A. No, we were hired according to the size of the truck and the trip.

Q. Was there any determination as to the qualifications of your driver?

A. No.

Exam. Lawton: Can you give one example of one of these telephone arrangements, the date, the company and the movement?

The Witness: I am sorry. I do not have the accurate date with me but from the different service stations—Our drivers go there, they report themselves to the manager of the station, the orders are called in for the truck at such and such a company and the truck is dispatched to that company.

Exam. Lawton: Do you recall any particular instance, I mean, of that fairly recently?

The Witness: Yes, I do.

Exam. Lawton: Can you give us that in detail as you recall it?

The Witness: In July of last year our trucks were hired through Mell's Service Station in Cleveland exclusively.

[fol. 4172] By Mr. Wheeler:

Q. When those trucks were so hired through Mell's Service Station, did they in any instance, go to the shipper as distinct from the authorized carriers to pick up the load?

A. They have picked up their load, they stopped by the dock to pick up their bills of lading.

Q. Was that equipment inspected for maintenance at the dock?

A. No.

Q. Have you ever refused to haul loads from a common carrier?

A. Yes.

Q. For what reason?

A. A split load that does not guarantee return.

Q. As an owner-operator do you believe that a requirement of the Interstate Commerce Commission that you operate only a long-term lease as distinct from a trip lease or oral lease, would adversely affect your operation?

A. I do not.

Mr. Lieberman: At this point before I raise an objection, I would like to know whether or not this witness testified she is not presently operating as an owner driver or whether she is. It is my recollection that she testified she is no longer operating and asking the bank to take the trucks.

Exam. Lawton: Is that so?

The Witness: The bank told us to maintain the trucks because they had trucks on their hands that there was no [fol. 4173] sale for and they felt we should keep our trucks.

Exam. Lawton: They are still operating?

The Witness: We are still operating.

Exam. Lawton: And I got the impression your operation was not that of an owner operator.

Neither you nor your husband drive the trucks?

The Witness: My husband worked as a helper on the trucks. He does not drive. He is now working at the New York Central, as I said before.

By Mr. Wheeler:

Q. I believe you testified or answered, did you not?

A. Yes.

Exam. Lawton: About all you did was lease the trucks with drivers to common carriers and other parties.

Mr. Lieberman: That was my understanding.

By Mr. Wheeler:

Q. Have you ever made money during the period of time you have operated these trucks?

A. We have not.

Q. How much money have you lost in the operation of these trucks?

A. Within the past two years we have borrowed $9,500 cash besides money of our own that we have invested.

Q. Has the bank or loan agency with which you have dealt in connection with these trucks refused to extend your loans?

A. No, they have not. They have refinanced our trucks in August. We are, at the present time four months behind [fol. 4174] in our payments.

Q. Will you please state the conditions attending that refinancing?

A. You see, we were unable to make the payment and the bank felt if our payments were smaller and extended over a longer period of time we might have a better opportunity of paying that.

Q. Did they indicate what that belief was based on?
A. I am sorry; I did not understand the question.

Mr. Wheeler: Read the question, please.

(Question read.)

Mr. Lieberman: To which I object. The belief of the bank as to credit conditions certainly is not material to this leasing proceeding.

Exam. Lawton: I don't think it is, either. Sustained.

By Mr. Wheeler:

Q. Have any owner operators tried to sell their trucks to you?
A. Yes.
Q. How many have so offered?
A. Every one I know that has trucks is asking to sell them.

Exam. Lawton: How many, do you know?
The Witness: Five.
Exam. Lawton: Five?
The Witness: Yes, sir.

By Mr. Wheeler:

Q. What has been your experience in connection with deadheading operations with your equipment?
[fol. 4175] A. We cannot operate and deadhead. We are required to pay our driver his salary for deadheading; we are required to pay for our gasoline.
Q. How have you evaded deadheading?
A. We have not.
Q. How often do you encounter it?
A. Every trip that we take, practically.
Q. Have you ever leased your equipment to Middle Atlantic?
A. Yes, we have.

Exam. Lawton: Middle Atlantic what? What is the full name? What is the carrier's full name?
The Witness: Middle Atlantic Transportation Company.

By Mr. Wheeler:

Q. Have you ever offered to sell your equipment to that company?

A. No.

Mr. Wheeler: I have no further questions.

Cross-examination.

By Mr. Ellis:

Q. I believe you said you resided in Cleveland, Ohio?

A. That is correct.

Q. Will you give your street address to the reporter?

A. 2711 West 14th Street.

Q. Is that the complete address?

A. Yes.

Q. Where is that located with reference to where the [fol. 4176] trucking companies have their terminals in the City of Cleveland?

A. It is five minutes from downtown.

Q. I did not ask how far it is from downtown, lady. I asked where it is located with reference to where the trucking terminals are located.

A. The terminals are scattered, sir.

Q. It is some distance from all of them, is it not?

A. No, it is not.

Q. I believe you said you are now connected with some sort of a store in Cleveland?

A. That is correct.

Q. As an owner or employee?

A. Employee.

Q. Where is that store located?

A. 2057 East 4th Street.

Q. How long have you been working for that store?

A. 18 months.

Mr. Wheeler: I object. What is the purpose?

Mr. Ellis: I am not interested in where she works except I want to know how she knows how the trucks are dispatched and knows all about the papers when she is working in a store in Cleveland.

Exam. Lawton: No argument, please.

By Mr. Ellis:

Q. How many days a week do you work at the store?

[fol. 4177] A. Six days a week.

Q. How many hours do you put in per day?

A. They vary. If I need time from my business I am permitted to take it.

Q. In the last month how much time have you put in?

A. Full time.

Q. So, for the past month you are not familiar with the signs hung on your trucks or papers signed by your drivers?

A. Yes, I am.

Q. You do that any way even though you work six days a week in the store in Cleveland?

A. Yes.

Q. Your husband works for the New York Central Railroad?

A. Yes.

Q. In what town?

A. Cleveland, Ohio.

Q. What work?

A. Car inspector.

Q. How long have you done that?

A. The past year.

Q. What was his work prior to that time?

A. He worked on the trucks as helper.

Q. As what?

A. As helper. He travelled with the trucks.

Q. What trucks?

[fol. 4178] A. Our trucks.

Q. How long have you been in this truck-leasing business?

A. 2½ years.

Q. For a year and a half your husband actually was on the vehicles, is that right?

A. Not for 1½ years.

Q. If you say he has been working for the New York Central for a year and you have been in this business two and a half years, according to my mathematics that is a year and a half he was on the trucks?

A. That is correct. He was not traveling with the trucks for the entire time.

Q. For the year and a half preceding last year he worked with these last trucks in one form or another. Is that right?

A. Yes, that is correct.

Q. Do you claim he was managing them at that time?

A. That is correct.

Q. And he was working with you?

A. We worked together.

Q. Who owns the trucks and who has the equity, if there is any?

A. My husband has the equity.

Q. You do not have any money at all in them?

A. I have money in them.

Q. In whose name are they?

A. My husband's.

[fol. 4179] Q. You have no equity in them?

A. No. My name has been required at the bank in the last few months.

Q. How did you happen to come to this hearing as a witness?

A. I am acquainted with some of the drivers and some of the men who have lost their equipment.

Q. Who asked you to come here?

A. I spoke with Mr. Hendria.

Q. Who is he?

A. An owner operator.

Q. Did he ask you to come here?

A. Yes, he did.

Q. Is your husband a member of the Teamsters and Chauffeur's Union?

A. No, he is not.

Q. Is Mr. Hendria?

A. Yes.

Q. And he arranged for you to come here?

A. Yes.

Q. How many drivers do you employ?

A. Two.

Q. Are they members of the Teamsters and Chauffeur's Union?

A. They are.

Q. Do you pay them the amount of money for their services required by the Union contract in Cleveland?

[fol. 4180] A. Yes, I feel we do. We pay them on percentage.

Q. I asked if you paid them the amount of money the union contract calls for. Do you or do you not?

A. I am not acquainted with the provision the Union establishes or stipulates in the agreement, but I am sure, according to the amount of work they do, they are paid according to Union rates.

Q. So your drivers get the same rate of pay that the other drivers do in the Cleveland area?

Mr. Wheeler: That is not what the witness stated. She stated they received the same pay as other drivers operating on the same basis.

By Mr. Ellis:

Q. What is the basis?

A. Many drivers are paid on percentage.

Q. And you pay 25 per cent of the gross revenue?

A. Right.

Q. You think that is the prevailing situation for drivers in the Cleveland area; is that right?

Mr. Wheeler: Mr. Examiner, I submit that this is argument. You have asked it five times.

Exam. Lawton: She may answer.

The Witness: Yes.

Mr. Ellis: I may ask it five more.

By Mr. Ellis:

Q. How many trucks do you now have?

A. 2.

Q. What is the most you ever had?

[fol. 4181] A. Three.

Q. What became of the other one?

A. We sold it.

Q. Whom did you sell it to?

A. An individual buyer.

Q. What did he do with it?

Mr. Eldred: What difference does that make, Mr. Examiner. I object to this line of cross-examination.

Mr. Ellis: Bringing out that she is approached by people to sell trucks to her and I want to bring out what she has done with her trucks.

Mr. Eldred: I do not think that makes any difference.

Mr. Lieberman: Will you consent to our striking out the portion of the testimony relating to what other people have done with their trucks?

Exam. Lawton: Let us not have argument. Do you press your question?

By Mr. Ellis:

Q. I asked what she did with the truck she sold.
A. I sold it to an individual.
Q. Then I asked if the person was engaged in leasing.
A. I do not know.
Q. Did you sell the truck at a profit or loss or break even?
A. At a loss.
Q. As to the two trucks you now have, when did you buy them?
[fol. 4182] A. December 5, 1946.
Q. Are they both tractor trailer outfits?
A. That is correct.
Q. What did you pay for them?
A. We paid $25,000 for the two pieces of equipment approximately.
Q. What did you pay down on them?
A. $6,000.
Q. How much do you owe on them?
A. $10,000 to the bank.
Q. So in two years or so you paid off $15,000, is that right?
A. Yes, sir, that is the bank notes.
Q. Do these drivers that you have work for you continuously or have you changed from time to time?
A. I think most drivers are itinerant workers. We keep our drivers as a rule as long as——
Q. What is the situation with the drivers you have now? Are they old employees or have they been there some time?
A. They are both new employees.
Q. What are their names and where do they live?

Mr. Wheeler: I object on the ground it is going beyond the scope of the direct examination and has no pertinency here.

Mr. Ellis: They have two employees and I think I have a right to find out who they are.

Exam. Lawton: Overruled.

[fol. 4183] Mr. Wheeler: Answer the question.

The Witness: R. A. Schumacher.

By Mr. Ellis:

Q. Where does he live?

A. Cleveland, Ohio.

Q. What is his address?

A. I do not know the number on East 55th.

Q. Who is the other?

A. Harry Thompson.

Q. Where does he live?

A. 1779 East 25th.

Q. How long have those two gentlemen been working for you?

A. Thompson has been working for us since August.

Q. You mentioned about the driver who was arrested in Niles, Michigan. Who was that?

A. Harry Thompson.

Q. I understood you to say that in all instances you received a percentage of the gross revenue; is that right?

A. No.

Q. Sometimes you are paid on a different basis; is that correct?

A. That is correct.

Q. You said first you had a long-term lease with Middle Atlantic. Beginning back two and a half years ago who did you first start working for?

A. Middle Atlantic.

[fol. 4184] Q. How long did that long-term lease run?

A. It was renewable.

Q. How long did it actually continue in effect?

A. We worked for them for one year.

Q. Did you terminate it or did Middle Atlantic terminate it?

A. It was by mutual agreement.

Q. Who terminated it, you or Middle Atlantic?
A. It was mutual.

Mr. Wheeler: That is argument, Mr. Examiner.

By Mr. Ellis:

Q. Did you approach Middle Atlantic and ask to be released or did Middle Atlantic approach you and ask to be released?

Mr. Wheeler: She said it was a mutual arrangement.
The Witness: We were both dissatisfied.

By Mr. Ellis:

Q. You were both dissatisfied?
A. That is correct.
Q. That is good enough for me. After that year expired did you take on this Wenham Company for a long-term lease? Were they the next you worked for?
A. No.
Q. What happened after you worked for Middle Atlantic?
A. We worked on trip lease.
Q. For how long?
A. Over a year.
Q. That disposes of two years of the time. How long did [fol. 4185] you have this long-term lease with Wenham?
A. Since August, 1948.
Q. Are they the people you are working for now?
A. That is right.
Q. You are not doing any trip-leasing at this time?
A. Yes.
Q. Are you engaged in trip leasing also as well as a long-term lease with them?
A. It is permissible.
Q. What percentage of the time are your vehicles used by the company under the long-term lease and what percentage are you trip-leasing?
A. When they are dispatched at the terminal in Cleveland, they are dispatched by Wenham to return to Cleveland, there is no return and they must pick their own loads.

Q. So your trucks when under lease do not carry any sign or insignia of the company leasing them. Do you remember making that statement?

A. I do.

Q. Are your vehicles ever leased at the other end of the line outside of Cleveland?

A. Yes, sir. They are.

Q. How do you know what is on the trucks when they are not in Cleveland?

A. I am not testifying as to what happens outside of [fol. 4186] Cleveland. I have seen them leave Cleveland without signs.

Q. Do they always leave Cleveland without signs?

A. Not all the time.

Q. How many times a month do you see your trucks when they leave Cleveland?

A. Every time.

Q. Then you leave the store you are working at and go out and look at them?

A. If I choose to.

Q. You said last month you did not take the time off at all. How do you see the trucks if you are at the store?

A. I see them in the morning or in the evening.

Q. You don't have vehicles leave except in the morning or in the evening, is that right?

A. I have had them stop by the store.

Q. Did you have them do that last month?

A. They were there last month.

Q. And you saw every truck you sent out of Cleveland last month yourself?

Mr. Wheeler: I think this is preposterous, Mr. Examiner.

Mr. Ellis: I think her testimony is preposterous. That is why I want to find out about it.

Exam. Lawton: I think that should be stricken.

Mr. Wheeler: I want that physically stricken.

By Mr. Ellis:

Q. In any event you do not see all these trucks, do [fol. 4187] you?

Mr. Wheeler: The witness testified she did see all the trucks. Now you are putting words in her mouth.

By Mr. Ellis:

Q. How many trucks did you have leave Cleveland last month?

Mr. Wheeler: Mr. Examiner, I object.

Exam. Lawton: Overruled.

The Witness: Am I to answer?

Exam. Lawton: If you know.

Mr. Wheeler: The witness testified she only has two trucks.

Mr. Ellis: I want to know how many times those two trucks left Cleveland.

Mr. Wheeler: I think our trucks maybe made four trips last month. I do not have my papers here.

By Mr. Ellis:

Q. About four trips?

A. That is right.

Q. You testified about having seen the trip leases or other documents—they were seen by you approximately four times last month; is that right?

A. Yes, sir, that is right. They were out on long term lease last month. Every trip they go out, they go out from Cleveland on long-term lease at the present time.

Mr. Ellis: I believe that is all. Thank you.

By Mr. Pou:

Q. Mrs. Marco, in answering one of Mr. Wheeler's questions you had something to say about the qualification of [fol. 4188] the drivers when they go with one of your trucks into the service of an interstate carrier. Did you have reference to whether or not the driver had been examined by a doctor to see if he was physically qualified to drive?

A. Our drivers do have physical examinations.

Q. Did you cause the drivers to be examined by a doctor in each instance?

A. I have sent them to doctors.

Q. Where are the certificates that the doctor made out and signed covering the drivers?

A. The company he is hauling for maintains that.

Q. Have you furnished those to the interstate carrier, the company for which the driver is hauling in each instance?

A. To the best of my knowledge they have been.

Q. To the best of your knowledge you always furnish those medical certificates to the companies?

A. To the best of my knowledge.

Q. That is true of all the companies you have listed as having interstate authority whether the arrangement was on trip lease or long-term lease; is that correct?

A. There are some instances where the drivers do not have a physical examination on trip lease.

Q. For what companies have the drivers performed transportation or done hauling when that was true, when they did not have certificates?

[fol. 4189] A. I am afraid I cannot name the companies but any of the time they were hired from any of the service spots, they did not have their physical examination.

Q. I am not particularly interested in the name of the companies. Can you tell if they were companies operating in Interstate Commerce?

A. Yes, they were.

Q. You say that any time they were hired from—where?

A. From service spots.

Q. Explain what you mean?

A. There might be a filling station they deal with where the calls come in and the trucks are dispatched from.

Q. Not a filling station in Cleveland. Do you mean some other places?

A. There is in Cleveland and outside of Cleveland.

Q. You stated that most of their trips are one-way trips from Cleveland and it is up to the driver or up to you to secure a return load for the driver in each instance?

A. That is right.

Q. How do they go about obtaining a return load in case the trip is from Cleveland to Indianapolis or some other city in some other state?

A. They call different dispatchers or they contact their distributer.

Q. Do the drivers themselves solicit shipments for the [fol. 4190] return load?

A. Yes.

Q. Or do they get in touch with other carriers?

A. They solicit for themselves occasionally.

Q. What about the authority for transporting those shipments back?

A. They assume that authority.

Q. On their own?

A. That is very rare.

Q. That is very rare, you say?

A. That is rare.

Q. Do the drivers issue bills of lading covering those instances?

A. No.

Q. Do you know if they issue any shipping papers at all?

A. They are not qualified to.

Q. How do they go about charging for the transportation on those trips?

A. I presume they bargain for it.

Q. You do not receive any part of that money, do you?

A. Yes, we do.

Q. How do you divide the revenue on those shipments with the drivers?

A. Get a higher percentage. The more revenue they bring in the higher their percentage is.

[fol. 4191] Q. How often do you say that occurs—infrequently?

A. Very infrequently.

Q. On the other times or occasions when they must get a return load and when they do not have to pick up a load and bring it back in under their own authority, how do they get a return load?

A. Through carriers, through other companies.

Q. In such an instance as that if they operate from Cleveland to Chicago we will say, for one carrier, do they sometimes operate on the return trip in the service of another carrier?

A. They do.

Q. How do you go about arranging for the leasing of the vehicle to the second carrier?

A. They trip lease and sign as driver.

Q. Then do they contact you or just the driver?

A. They contact the driver.

Q. With whom do they make the settlement in those instances?

A. Usually with the driver.

Q. And the driver settles with you?

A. He brings his manifest in, yes.

Q. Do you yourself have anything to do with soliciting shipments to be transported on your trucks but in the name of some authorized carrier?

A. I do not understand.

Mr. Pou: Will you read the question, please?

[fol. 4192] (Question read.)

The Witness: No.

Mr. Pou: That is all.

Mr. Lieberman: I have a few questions.

By Mr. Lieberman:

Q. When you and your husband first started out in this truck renting or leasing business two-one-half years ago, was it your plan that your husband would work on one of these trucks in some capacity?

A. No, sir.

Q. What was your plan at that time?

A. We planned to buy a business. We thought of buying a business for permanent income, or something that we could build from. We did not intend to buy a job for myself or my husband.

Q. Did you purchase the trucks from some individual who was operating that business?

A. No, we bought from a dealer. We bought our first truck from an individual.

Q. You started initially with one truck. Is that the idea?

A. No, we did not.

Q. I do not understand. When you started out 2½ years ago you said you wanted to build up or start a business from which you could get an income; is that right?

A. That is correct.

Q. Did you start out owning one truck?

A. We bought three trucks in one year. We had the [fol. 4193] money to invest in them.

Q. My question is this: What was the date you first started in this business, if you can recall?

A. December 5.

Q. What year?

A. 1946.

Q. December 5, 1946, the evening of that date how many trucks did you own?

A. Three.

Q. And you bought them on that date?

A. No, we did not buy them entirely on that date.

Q. When did you first purchase your first vehicle?

A. I do not remember.

Q. Did you start operating at one time with three vehicles in your service or did you first purchase one and then the second and then the third one?

A. No, we did not.

Q. What did you do?

A. My brother-in-law had a truck he was losing and we took over his payments to clear his name.

Q. When did that occur?

A. In 1946.

Q. Do you recall the month?

A. I am afraid I do not.

Q. Was that before December?

[fol. 4194] A. It was very close.

Q. Then you started hauling with that one truck; is that right?

A. No.

Q. What did you do?

A. Our trucks went out the first of December. They had to have a complete overhaul.

Q. Your brother-in-law's truck?

A. Yes.

Q. What is his name?

A. Wayne Newkirk.

Q. When did you acquire the second truck?

A. December 5.

Q. And the third?

A. December 5.

Q. Then you started in business?

A. Yes, sir.

Q. With all three trucks in the service of Middle Atlantic Transportation on December 5?

A. That is correct.

Q. And they were continuously in the service of Middle Atlantic during a given period of time after that?

A. Yes, sir.

Q. When you terminated your contractual relations with Middle Atlantic how many trucks were in service at that time?

[fol. 4195] A. Two.

Q. Incidentally, did any of these carriers to whom you leased your vehicles, either on long-term lease or spot lease, or oral lease engage in the household goods moving business?

A. They did not.

Q. Did you ever perform any interstate household moving on any of your vehicles?

A. We did not.

Q. You stated that your drivers telephone to you several times a week; did they also send you written reports?

A. We have received written reports from our drivers.

Q. I presume they also reported to you in person?

A. Yes.

Q. During the 2½ years you have been in business—is it 2½?

A. 2½ years, yes.

Q. During the 2½ years you have been in business, how many reports did you receive from your drivers indicating that the Interstate Commerce Commission had inspected any of your vehicles?

A. I am sorry. I do not recall that——

Q. You do not recall any inspections, is that it?

A. No.

Q. Did you receive any reports from any of your drivers that any Interstate Commerce Commission Official had any talks with them in respect to the operations being conducted [fol. 4196] by you, either for yourself or for other carriers?

A. I recall the drivers have stated on occasions that there were ICC inspection cars on the road. Whether they were stopped I never knew.

Q. Did they ever tell you that the ICC cars and the men

in them had stopped them and advised them the vehicles did not meet the safety regulations?

A. No.

Q. When do you recall was the last time any of your men advised you they had seen ICC cars in the road?

A. I am sorry; I do not recall——

Q. Would you say it was relatively recent or when you first started business?

A. It has not been recently.

Q. When you testified in response to a question by Mr. Pou here, Commission attorney, that you rarely solicited business through your drivers in your own name, how many such instances do you recall?

A. I recall two instances?

Q. Where did they occur?

A. One was with the fish.

Q. Other than the fish transaction.

A. One was in Kansas City, Mo.

Q. To what point?

A. To Chicago?

[fol. 4197] Q. For what shipper did you perform that service?

A. I did not have the manifest. I am sorry.

Q. Who has it?

A. There was none.

Q. Did your driver tell you for whom the service was performed?

A. He told me but I do not recall.

Q. Did your driver perform that service with your permission?

A. He performed that service on his own.

Q. Did you sanction that sort of activity by the driver?

A. We have very little control of the driver when he is as far away as Kansas City and is in a hurry to get home and he——

Q. Did you reprimand the driver for performing such service?

A. No.

Q. Who was the driver who performed that service?

A. Is it necessary to give their names?

Q. I am asking it.

Mr. Wheeler: I think it is unnecessary.

Exam. Lawton: It is up to the witness.

Mr. Lieberman: I believe the Commission should be interested in that transaction.

Mr. Wheeler: Is this a proceeding to determine information about leasing practices or for the purpose of conducting criminal prosecutions?

Exam. Lawton: Well, I do not think it is.

Mr. Lieberman: But I think the Commission should be interested.

[fol. 4198] By Mr. Lieberman:

Q. Is that same man in your employ at the present time who performed that service?

Exam. Lawton: What was the question?

(Question read.)

The Witness: He is not.

By Mr. Lieberman:

Q. Are your present drivers aware that you permit such practices by them?

A. I am quite sure that they are.

Q. Do you know that permitting those drivers to render such service is a violation of the Interstate Commerce Act and the Commission Rules?

A. I do.

Q. And you nevertheless sanction that?

A. There is nothing I can do about it. The truck had stayed there ten days' time and we had to get the truck back.

Q. But you knew in doing that, it was a violation of the law?

A. Yes.

Q. Nevertheless, you sanction it?

Mr. Wheeler: Don't try to put the words in the witness' mouth.

Exam. Lawton: She said she did not sanction it.

By Mr. Lieberman:

Q. Is the reason you cannot do anything about it because you want the truck to return?

Mr. Wheeler: She said it was because the driver was so far away. I think the question is repetitious.

[fol. 4199] Mr. Lieberman: I respectfully request that the questions and answers be read back.

Exam: Lawton: That is not necessary. The last question will be read.

Mr. Lieberman: Please read the last question to the witness.

(The pending question is read.)

The Witness: We have to have the truck returned and if he cannot get freight he cannot come back with no money.

By Mr. Lieberman:

Q. In order to get freight you permit the driver to solicit business from someone other than the carrier?

A. We do not sanction it. If the man is in Kansas City, we cannot stop him.

Q. If you were to learn, upon your return to Cleveland that one of your drivers had performed such service, would you reprimand him and warn him not to do it again?

A. He would be warned not to do it again.

Q. Would you warn him?

A. Yes.

Q. I did not hear that?

A. Yes.

Exam. Lawton.: We will take a short recess.

(Short recess.)

Exam. Lawton: Come to order, gentlemen. The hearing is resumed.

[fol. 4200] By Mr. Curtiss:

Q. Mrs. Marco, I believe you testified that on occasion when your drivers have taken cargo away from Cleveland, in coming back they brought cargo without the ordinary shipping papers; is that correct?

A. That has been done.

Q. When that was done was there any insurance on the cargo?

A. No.

Q. Was there any insurance on the vehicle?

A. Collision insurance.

Q. Collision insurance which I suppose the bank forces you to have on the vehicle?

A. Yes.

Q. What about public liability and property damage?

A. The company who offers the trip lease usually carries that and we are charged accordingly, a certain percentage. But if the driver signs to or for the consignment, then we are responsible for it.

Q. Do you take out a policy of public liability and property damage in that event?

A. We have not.

Q. So, actually, while that vehicle is operating there is no protection to the public except for your own financial responsibility?

A. That is correct.

Mr. Curtiss: That is all I have, Mr. Examiner.

[fol. 4201] By Mr. Boot:

Q. You stated during the last month that there were four long trips on your equipment; is that right?

A. There were four trips. They were not exceptionally long.

Q. Do you know how many days those vehicles were out during the month?

A. One driver was gone approximately ten days. That was not driving time.

Q. Could you tell me how many days during the month those vehicles were on the road earning revenue?

A. I cannot tell you exactly the time, no, that is, the days.

Q. Your first contract was with Middle Atlantic, you stated?

A. Yes.

Q. How long did that contract run? That is, how long did it run before you renewed it?

A. We did not renew.

Q. What was the term of your original contract?

A. A 1-year contract that could be broken by either party on 30 days-notice.

Q. Did you paint your truck with Middle Atlantic Transport's name on the side?

A. We had to.

Q. Did you pay the drivers during that year?

A. The drivers were paid by us. Their wages were deducted from our revenue but paid by the company.

Q. By which company?

A. Middle Atlantic.

[fol. 4202] Q. Middle Atlantic paid the wages on those drivers?

A. It was deducted from our earnings.

Q. Were they carried on Middle Atlantic's payroll?

A. I do not know.

Q. Who did they receive their check from?

A. Middle Atlantic.

Q. Were they—when they were in the service of Middle Atlantic, how often did you see those trucks?

A. Every week.

Q. Every week?

A. And oftener.

Q. How many copies of the log do your drivers make?

A. I think they make two copies, one for their own record and one for the company, if I am not mistaken. I am not acquainted with the log sheet.

Q. Do you know whether or not they give one to the company?

A. Not always.

Q. Do they give one to you?

A. No.

Q. How do you know then that they violate the hours of service?

A. I have on different occasions had a driver come into the city and unload his load and load again within the next four hours and leave. That is with solid driving time.

For instance, he would come from Chicago, unload in Cleveland, drive to Warren, pick up a load and leave that night.

[fol. 4203] Q. How do you determine where he was coming from?

A. I would have called, or he would have called me from Chicago. There is a dispatch sent in to the company on a driver that is coming in.

Q. You do not know then whether or not the logs have been falsified?

A. I do not understand.

Q. You do not know whether the logs show the correct driving time or offtime service?

A. There were no logs at all made at the time.

Q. The logs that are made?

A. They must have been falsified.

Q. How do you know?

A. They were made in my home approximately 2 months after the trip.

Q. Take the ordinary log on the ordinary trip. You stated the driver makes two, gives one to the company and keeps the other——.

A. That is my assumption.

Q. And you do not ordinarily see his copy?

A. No.

Q. On those you do not see how do you know whether or not the driver has falsified the logs?

A. The logs that I do not see, I would not know. On the ones I have seen, I know.

Q. What percentage of the logs do you think you see?

[fol. 4204] A. I probably see half of them.

Q. What is the purpose of these drivers reporting to you before you leave on a trip?

A. I like to give them instructions as to when to call in and the way to handle any revenue they collect and in any way I can perhaps give them some help.

Q. What reports do they make to you otherwise?

A. As to the condition of the equipment and the places they have stopped.

Q. Have you ever asked them if the carriers examine their equipment?

A. Yes, I have.

Q. In your direct testimony you stated the lowest pay you could think of a driver receiving was $20 a week. Do you recall that?

A. That is correct.

Q. Do you know how much he worked that week when he made only $20?

A. Yes.

Q. How much?

A. He brought a load from Chicago and 2000 pounds to get back to Cleveland and that was not his pay. The most he could have made was 25 per cent of our gross and our gross was $20.

Q. You mean you just gave him $20?

A. That is right.

[fol. 4205] Q. Why?

A. To hold the driver.

Q. Do you pay Social Security on these drivers?

A. We turn it in, yes, sir.

Q. I beg your pardon?

A. Yes, we do.

By Mr. Eldred:

Q. Mrs. Marco, were your drivers fined at any time other than the one you mentioned in August?

A. They have been, yes.

Q. About how many times would you say?

A. I believe approximately 8 times.

Q. And in all instances, were these trucks that were fined for being overweight, loaded by the employees of the company for whom you worked?

A. I am sorry; I do not understand.

Q. I will put it this way; in these instances when you were fined for overweight, did the company for whom you worked, that is, the carrier for whom you worked, load the trucks?

A. Yes.

Q. It is not the practice of your employees to load the trucks; is that true?

A. Not ordinarily.

Q. Were they leased to one carrier or different carriers?

A. Different carriers.

Q. Different carriers?

[fol. 4206] A. Different carriers, yes.

Q. Has your equipment ever been refused by any of the companies because of the mechanical condition?

A. It has not.

Q. I believe you stated that in your opinion, in some instances the equipment was not in a safe condition?

A. That is true.

Q. Now, whereabouts and in what territory have your trucks operated in the past two years, approximately, since you have been in business?

A. They traveled to Eastern states and as far—they go to Moline, Illinois and that is the radius of the Eastern states.

Q. At the present time my understanding is that they are only leased on the outbound movement from Cleveland by this one concern, Wenham?

A. They are leased both ways although Wenham does not have docks in the cities they ship to. That way they do not afford us any freight to return.

Q. At present where are they operating?

A. At present they are operating for Wenham.

Q. In what territory does he operate?

A. From Cleveland to Moline, Illinois.

Q. When your trucks reach Moline they have to solicit business for return hauls?

A. There is no freight shipped out of Moline. As a rule, [fol. 4207] they deadhead to Peoria or Rockford or Chicago and they have, at times deadheaded back to Cleveland.

Q. With what carriers do you now lease on your return haul to Cleveland?

A. Whoever has a load for them.

Q. Could you give us names at this time of any of those carriers?

A. Offhand, I cannot. I am sorry.

Mr. Eldred: I believe that is all.

Examiner Lawton: On all these eight occasions when the drivers were arrested were they charged with overloading?

The Witness: That is right, sir.

Exam. Lawton: Any redirect?

Mr. Ellis: I would like to ask another question on something that has been developed, I believe.

Mr. Wheeler: I object, Mr. Examiner. We have gone into this question several times. I am not asking for any redirect.

Exam. Lawton: We have been avoiding that.

Mr. Ellis: Something has been brought out that I want to bring out something more about.

Exam. Lawton: What is the nature of it?

Mr. Ellis: I want to inquire whether this lady assisted in the log falsifying session held at her home? I think that is very pertinent since it has been developed that is where is occurred.

[fol. 4208] Mr. Wheeler: I want to renew my objection on the ground that it is out of order since there has been no redirect and on the further ground that this is not a criminal proceeding but an investigation to develop leasing practices.

Whether or not she helped in the falsification of these logs is certainly not germane.

Mr. Ellis: I think it is. In some courts—I do not know if it is true in this Commission—credibility of witnesses sometimes depends on their conduct.

Mr. Wheeler: I object to the question on both grounds, Mr. Examiner.

Exam. Lawton: I think I will permit the question.

By Mr. Ellis:

Q. Miss Witness, do you recall when the gentleman seated down there asked a few questions a moment ago and you said you knew the drivers' logs were falsified by your drivers because it was done in your home? Do you remember that?

A. That is correct.

Q. Did you assist in that work?

A. I did not.

Q. Did you see it done?

A. I saw him making the logs sheets.

Q. Did you know he was falsifying at the time?

A. He told me.

Q. Did you warn him not to file those and to make out correct logs?

A. I asked why he had not turned them in and he said [fol. 4209] they had not been asked for and he would turn them in to the best of his ability.

Q. Did you tell him not to falsify the logs or tell him not to file them knowing they were false?

Mr. Wheeler: I object. The witness testified she did not participate in the falsifying of the logs. I do not see any purpose to be served by asking whether or not she warned him not to file the logs that were prepared.

Mr. Ellis: He is supposed to be working for her but I will not pursue it any further.

Exam. Lawton: You are excused.

(Witness excused.)

FRED WILLIAM HENDRA, JR., was sworn and testified as follows:

Direct examination.

By Mr. Wheeler:

Q. Please state your name and address?

A. Fred William Hendra, Jr., 17420 Fairville Avenue, Cleveland, Ohio.

Q. What is your occupation?

A. I am a truck driver.

Q. What is your experience in that regard?

A. I have been a driver for the last 24 years.

Q. In what area have you driven?

A. I have driven in most of the area north of the Mason-Dixon line and east of the Mississippi River.

[fol. 4210] Q. For how many common carriers in interstate commerce have you driven?

A. About 75 per cent.

Q. 75 per cent of the carriers?

A. Of the large carriers.

Q. Can you name some of those carriers?

A. Trans-American, Roadway Express, Roadway Transit, Best, Daniels Motor Freight, Shirks Express,——

Q. I think that is sufficient. In what capacity have you driven for those companies?

A. As an owner operator and also as a company driver.

Q. Over what period of time did you drive as an owner operator?

A. In January 1947 until October, 1947 I was an owner-operator.

Q. What were those dates again?

A. About January, 1947 to October, 1947 I was an owner operator.

Q. During the rest of the time you were how engaged?

A. I have been engaged by other brokers and also by companies.

Mr. Ellis: I do not understand "I was engaged by other brokers".

By Mr. Wheeler:

Q. Will you explain, please?

A. A broker is a fellow like myself who has one, two or three pieces of equipment and has no rights.

Q. So you were an operator of trucks owned by another person having no certificate from the Interstate Commerce Commission, is that right?

[fol. 4211] A. That is right.

Q. But who leased his equipment to certificated carriers?

A. That is right.

Q. Why did you *do* go into the trucking industry as a driver?

A. Well, I came home from the Army and went back to my old job and was not satisfied and talked to several of my friends who were doing pretty good and I decided to buy my own truck. I went to see this man who owns Continental Transportation in Cleveland, Ohio and he said if I bought a truck he would put me to work in his company.

Q. Did you purchase the truck for him?

A. I purchased the truck from another broker who was working for him at that time. The truck was used.

Q. How did you originally get into this business?

A. I do not understand what you mean by "originally".

Q. I believe you stated you had 25 years experience in the trucking business.

A. My father was one of the first truck owners in the City of Cleveland.

Q. At present are you driving company-owned equipment as an employee of that company?

A. I am.

Q. What is the name of that company?

A. I am working for Trans-American Freight Lines.

Q. Are you making a particular run for them?

[fol. 4212] A. I am. I am running from Cleveland to St. Louis.

Q. Will you please describe that operation and compare it with an operation between those same two points for the same company by an owner-operator?

A. I am on company equipment. The equipment is all checked and serviced. We come in at a designated time. The company sees that we start at a designated time and we come in and sign for our bills and get on the equipment and take off.

The truck has a sleeper cab, with two men on the truck and we arrive in St. Louis and as soon as we arrive in St. Louis another company man takes over and the truck is re-serviced and checked and we go into the office and get our bills and start back.

For that we get $40.19 a round trip, two men on the truck.

In the case of a breakdown we get paid by the hour. In the case of impassable highways we get paid by the hour. In the case of lay-over after 16 hours we get paid by the hour for the next 8 hours.

We also receive a hotel room and $2 for meals.

An owner-operator on that same run will receive $8.50 a ton to $9 a ton. When he gets to St. Louis if a load is there he comes back and if not, he stays until there is a load for Trans-American, or some other company.

Q. Did you ever make that run as an owner-operator?

A. I have.

[fol. 4213] Q. Did you ever make it for Trans-American?

A. That particular run I never made for Trans-American.

Q. Are you familiar with the layover time of owner-operators in St. Louis? How long does it run?

A. I have seen owner-operators lay in St. Louis as high as 30 days.

Exam. Lawton: Did you have to lay over in St. Louis when you made the run as an owner-operator?

The Witness: I did.

Exam. Lawton: How long?

The Witness: I have laid in St. Louis 10 days and finally deadheaded into Chicago.

Exam. Lawton: Is that an uncommon experience?

The Witness: I think St. Louis is a very poor place for an owner-operator to get freight out of.

By Mr. Wheeler:

Q. Why do you no longer own your own equipment?

A. I no longer own my own equipment because when I owned it I had no security whatsoever. My working for the company, I at least have a pay check that I can hand my wife on Saturday night.

Q. While you were an owner operator did you ever work in excess of the statutory time—when I refer to an owner-operator, I want to encompass your experience as both an owner-operator of your own equipment and operator of equipment owned by a non-certificated carrier which I think you previously described as a broker.

[fol. 4214] A. When I worked for the broker I got paid percentage. When I worked for myself I was what is commonly known as a "Gypsy", out with one thing on my mind, to see how much money I could make.

Q. In that operation did you ever work in excess of the hours of service regulations of the Interstate Commerce Commission?

Mr. Ellis: To which we object unless the witness names the company. He said he worked for 75 per cent of the carriers in the territory bounded by the Mason-Dixon line and the Mississippi River and he carefully mentioned certain of them and the infergnce might be left in the record that he might be talking about those unless he names those he is talking about.

Exam. Lawton: I take it you are going to describe a specific instance.

Mr. Wheeler: I want to take him through these questions on a general basis and without particular reference to those he named as contrasted to those for which he operated and did not name, and then come back.

Exam. Lawton: All right.

By Mr. Wheeler:

Q. Will you answer the question?

(Question read.)

A. I did.

Q. Was it a frequent or infrequent occurrence?

A. Frequent.

[fol. 4215] Q. Why did you do so?

A. Because by laying around I could not make a nickel. I had to move in order to make a dime.

Q. Now, how did you mark those hours of service in your log?

A. It would be a pretty hard way to explain. I cannot explain it. I had to use three or four log books, in order to do it sometimes.

Q. In other words, you maintained more than one log book?

A. Yes, sir.

Q. Did you keep an accurate log which actually reflected the hours of service which you rendered?

A. Could I go into a detailed explanation of that log book?

A. Please do so.

A. An owner-operator or a wild-catter carries three or four log books. You keep one up just in case an inspector is on the highway.

Mr. Ellis: Is he recounting what he did, or telling what everybody does?

By Mr. Wheeler:

Q. Limit this to your own experience.

A. I myself, have carried three or four log books. I carry one book that I keep pretty will up to day. I go from Cleveland to New York to Boston to Philadelphia. I get back to Cleveland and lie around for 4 or 7 days and I lay in between towns and I keep breaking the hours down until I have the hours where I want them. Lots of trips [fol. 4216] do not get in the log book that I make.

Q. The experience you are recounting is during the time that your equipment which you were driving was under lease to a certificated carrier of the Interstate Commerce Commission?

A. Yes, sir.

Q. Did you ever load your vehicle in excess of the legal limits?

A. I could not run that truck up and down the road loaded legally.

Mr. Ellis: I move to strike that out. He can answer yes or no without trying to get in all the features they want him to mention.

Exam. Lawton: Make the answer responsive.

The Witness: Will you repeat the question, please?

(Question read)

The Witness: Yes.

By Mr. Wheeler:

Q. Was your load ordinarily a few pounds in excess of the legal limits, or greatly overweight?

A. Greatly overweight.

Q. Was that usual experience or infrequent experience?

A. It was very usual.

Q. Why did you so load your equipment?

A. The truck had to be overloaded in order to make any revenue.

Q. Who loaded the vehicle in these cases?

A. The vehicle was always loaded by the loading company or the leasing company.

[fol. 4217] Q. By the company who leased that equipment?

A. For that special trip.

Exam. Lawton: That is the certificated carrier, is that right?

The Witness: Yes, sir.

By Mr. Wheeler:

Q. Did you do any maintenance work on your equipment?

A. Yes, sir.

Q. How did you log the time spent——

A. Off duty.

Q. Did you ever load or unload your own trucks?

A. Yes, sir.

Q. How did you record that time in your log?

A. Off duty.

Q. How did you record waiting time?

A. Off duty.

Q. Did that happen frequently or infrequently?

A. Frequently.

Q. If you were held up by bad weather on the road, how did you account for such time?

A. Off duty.

Q. In your experience, did the certificated carriers make themselves responsible for the safe operating condition of the truck you were driving?

A. I do not quite understand what you mean.

Q. What inspection was conducted of your equipment as [fol. 4218] a general rule by the certificated carrier to whom the equipment was leased?

A. There was no inspection.

Q. What check was made as a general rule by the companies to whom your equipment was leased of the log which you kept?

A. Some companies were pretty insistent about having logsheets and some did not care, and they were filed in the waste basket.

Q. Referring to those companies which required log sheets, what way did they have of checking the accuracy of those sheets?

A. I do not believe they had any.

Q. Now, take an illustration of the run from Chicago to New York. Did you ever make such a run?

A. Yes, sir.

Q. Did you ever make that run continuously without rest?

A. Yes, sir.

Q. Would the certificated carrier who leased that vehicle for that run know the time at which you left Chicago and arrived in New York?

A. Not necessarily, no.

Q. Will you please explain that?

A. On a broker operation there is no time clock to punch. You just go in and sign for the bills and take off and when you get in you are in.

Q. How long did it take you to make that run?

A. I have made that run in anywhere from 22 to 38 hours.

[fol. 4219] Q. When you made that run, did you check that from Chicago with a certificated carrier?

A. You mean ring out on a time card, or something?
Q. Yes.
A. No.
Q. Were your bills stamped by a clock?
A. No.
Q. They did not know when you left Chicago?
A. No, sir.
Q. So there would be no way for them to check the actual hours you spent on the road?
A. All they knew was that the truck was going to leave that afternoon or that night.
Q. Did they know when it arrived in New York?
A. We would turn our bills in to the manager and collect from the dispatcher and look for another load.
Q. Would the dispatcher in New York have any way of ascertaining what time you left Chicago?
A. Not to my knowledge, no.
Q. Did the certificated carriers ask you whether or not you were violating the hours of service regulations?
A. If they did I do not remember it.
Q. Did you keep your log up to date as you went along, or did you fill it out at the end of the trip or at some subsequent date?
[fol. 4220] A. I usually kept my log within 12 or 14 hours and on some trips I knew just how long it would take and I would make it out ahead of time and some trips after the trip was completed.
Q. I believe you stated you encountered the condition of being dispatched to a destination and having no return load; is that correct?
A. That is right.
Q. Was that a frequent or infrequent situation?
A. When a wild-cat operation——

Mr. Ellis: Mr. Examiner, there he goes again giving some general observations. I suggest he confine it to what he did.

By Mr. Wheeler:

Q. Confine it to your operations.
A. My operation was a wild-cat operation.